

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and IRENE H. PORTERFIELD and MARY MARGARET FOWLER, TRUSTEE of the TESTAMENTARY TRUST (CALLED TRUST "B") created under the Will of Clyde J. Porterfield, Sr., and IGLESIA EVANGELICA APOSTOLES Y PROFETAS. EFESIOS 2:20, INC., a Texas non-profit corporation ("SELLER"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("BUYER"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey a public utility easement, and BUYER agrees to purchase and pay for all that certain lot, tract or parcel of land being a 0.14 acre tract containing 6,107 square feet out of the A. McMahon Survey, Abstract No. 168, Brazos County, Texas and being a part of the called 1.641 acre tract as described in deed from Irene H. Porterfield, Independent Executrix of the Estate of Clyde J. Porterfield, Sr., to Mary Margaret Fowler, Trustee of the Testamentary Trust (Called Trust "B"), of record in Volume 2415, Page 317, Deed/Official Records of Brazos County, Texas, and further described in unrecorded Contract for Deed dated January 31, 1999, executed by and between Irene H. Porterfield and Mary Margaret Fowler, Trustee of the Testamentary Trust (Called Trust "B") created under the Will of Clyde J. Porterfield, Sr., Seller, and Iglesia Evangelica Apostoles Y Profetas. Efesios 2:20, Inc, a Texas non-profit corporation, Buyer, said 0.14 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all intents and purposes ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way (all of such real PROPERTY, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Manager of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.

1.2 SELLER'S OPTION TO REMOVE AND RETAIN IMPROVEMENTS.

(a) BUYER agrees to allow SELLER the option of removing the improvements described in paragraph 2.1(b) below currently partially located on the property described in paragraph 2.1(a) and Exhibit "A attached hereto and locating same to an alternate location within

Thirty

(30) days from the date of closing. SELLER agrees to remove the improvements described in



paragraph 2.1(b) above from said property described in paragraph 2.1(a) on or before the 31st day of December, 2001. This option is subject to the terms and conditions expressed in paragraph 1.2(b) hereinbelow. BUYER further agrees to allow SELLER the temporary right to enter upon the said remaining property for the sole purpose of removing all of the said improvements.



(b) SELLER's option to have the improvements moved expires December 31, 2001, subject, however, to such extensions of time as may be granted by BUYER in writing; and if, for any reason, SELLER fails or refuses to remove the subject improvements within said time period prescribed, then, without any further consideration, the title to all or any part of said improvements not so removed shall pass to and vest in the BUYER forever and BUYER may destroy and/or remove said improvements without further notice to SELLER.



1.3 BUYER has requested University Title Company furnish a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment, the copies of the instruments referred to in Schedule B as exceptions, within which to notify SELLER of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

1.4 (a) The City of College Station, Texas, at its expense, will provide a survey of the PROPERTY, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b)

terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

(b) The survey drawing shall be addressed to and certified in favor of the BUYER and the Title Company. The field notes description, as prepared by the surveyor, shall be substituted for the description attached to this Contract and shall be used in the Public Utility Easement.

1.5 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. SELLER alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.6 The sale of the PROPERTY shall be made by Public Utility Easement from SELLER to BUYER in the form prepared by BUYER attached hereto as Exhibit "B".

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the total sum of SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00). The purchase price shall be payable in full at closing. Said Purchase Price is as follows:

- (a) \$882.00 for the purchase of the public utility easement under, upon, over and across that certain 0.14 acre tract containing 6,107 square feet out of the A. McMahon Survey, Abstract No. 168, Brazos County, Texas described on Exhibit A attached hereto; and
- (b) \$69,118.00 for the purchase of certain improvements including but not limited to that certain 3004 square foot wood frame building with reinforced concrete foundation presently used as a church with an 80 square foot detached storage building, being located partially on the remainder of the herein described parcel, said improvement being bisected by the proposed right of way line, with the result that the portion of the said improvement lying adjacent to the said right of way line would be in such a condition that it could not be adequately reconstructed at such location, plus the temporary right to enter upon the said remaining property for the sole purpose of removing all of the said improvements.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(h) SELLER has no knowledge that the PROPERTY contains any environmental hazard.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

ARTICLE V CLOSING

5.1 The closing shall be held at University Title Company, within forty-five (45) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date").

5.2 Subject to the terms of Paragraph 6.1 below, at the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Public Utility Easement prepared by BUYER conveying good and indefeasible title in the easement PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLER on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER's expense, a Title Policy insuring marketable title issued by University Title Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's easement interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay one-half (1/2) of the escrow fees.

(e) Pay any and all required property taxes and prorated taxes for the year 2001.

(f) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.

(g) Pay the costs to obtain, deliver and record releases or partial releases or subordinations of all liens to be released at closing.

(h) Pay the costs to record all documents to cure title objections agreed to be cured by Seller.

(i) Pay the certificates or reports of ad valorem taxes.

(j) Pay the Seller's expenses and attorney fees.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the balance of the purchase price and the below-listed closing costs.

(b) Pay one-half (1/2) of the escrow fees.

(c) Prepare, at its cost, the Public Utility Easement document.

(d) Pay the title insurance.

(e) Pay the costs to obtain, deliver and record all documents other than those to be recorded at Seller's expense.

(f) Pay the Buyer's expenses or attorney fees.

(g) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by Buyer.

(h) Pay the costs of work required by Buyer to have the survey reflect matters other than those required under this contract.

ARTICLE VI
SPECIAL CONDITIONS

6.1 At closing, the unpaid unrecorded Contract price, including accrued interest, due to Irene H. Porterfield and Mary Margaret Fowler, Trustee of the Testamentary Trust (Called Trust "B"), under the unrecorded Contract for Deed dated January 31, 1999, executed by and between Irene H. Porterfield and Mary Margaret Fowler, Trustee of the Testamentary Trust (Called Trust "B") created under the Will of Clyde J. Porterfield, Sr., Seller, and Iglesia Evangelica Apostoles Y Profetas. Efesios 2:20, Inc, a Texas non-profit corporation, Buyer, will be paid with the proceeds of sale due under this Real Estate Contract with Irene H. Porterfield to receive one-half (1/2) of such unpaid Contract price and Mary Margaret Fowler, Trustee of the Testamentary Trust (Called Trust "B") to receive the remaining one-half (1/2), and Irene H. Porterfield and Mary Margaret Fowler, Trustee of the Testamentary Trust (Called Trust "B") shall not be responsible for any other costs associated with this closing.

ARTICLE VII
BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement;
- (b) Bring suit for damages against SELLER; and/or
- (c) Terminate this contract and initiate condemnation proceedings.

ARTICLE VIII
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE IX
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period

of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: IRENE H. PORTERFIELD
P. O. Box 723
Bryan, Texas 77806

MARY MARGARET FOWLER,
TRUSTEE OF THE TESTAMENTARY
TRUST (CALLED TRUST "B") created
under the Will of Clyde J. Porterfield, Sr.
P. O. Box 723
Bryan, Texas 77806

IGLESIA EVANGELICA APOSTOLES Y.
PROFETAS. EFESIOS 2:20
6431 Sandy Point Road
Bryan, Texas 77807

BUYER: City of College Station
Legal Department
1101 Texas Avenue
College Station, Texas 77840

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the _____ day of _____, 2001.

SELLER:

BUYER:

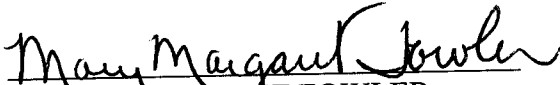
CITY OF COLLEGE STATION


IRENE H. PORTERFIELD

BY: _____
LYNN McILHANEY, Mayor

Date: _____

ATTEST:


MARY MARGARET FOWLER,
TRUSTEE OF THE TESTAMENTARY
TRUST (CALLED TRUST "B") created
under the Will of Clyde J. Porterfield, Sr.

CONNIE HOOKS, City Secretary
Date: _____

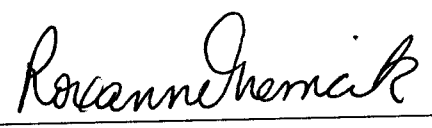
IGLESIA EVANGELICA APOSTOLES
Y PROFETAS. EFESIOS 2:20, INC.,
a Texas non-profit corporation

THOMAS E. BRYMER, City Manager
Date: _____

By: _____
MARTIN RODRIGUEZ
Pastor and Director

CHARLES CRYAN, Director of Fiscal Services
Date: _____

By: _____
RAMON GAVIDIA
Treasurer and Director



City Attorney
Date: 10-29-01

By: _____
MARCELINO LAZO
Secretary and Director

By: _____
SALOMON RODRIGUEZ
Assistant Pastor and Director

ATTEST:

MARY MARGARET FOWLER,
TRUSTEE OF THE TESTAMENTARY
TRUST (CALLED TRUST "B") created
under the Will of Clyde J. Porterfield, Sr.

CONNIE HOOKS, City Secretary
Date: _____

IGLESIA EVANGELICA APOSTOLES
Y PROFETAS. EFESIOS 2:20, INC.,
a Texas non-profit corporation

By: _____

MARTIN RODRIGUEZ
Pastor and Director

THOMAS E. BRYMER, City Manager
Date: _____

By: _____

RAMON GAVIDIA
Treasurer and Director

CHARLES CRYAN, Director of Fiscal Services
Date: _____

By: _____

MARCELINO LAZO
Secretary and Director

City Attorney

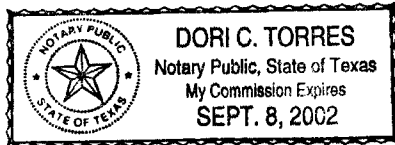
Date: 10-29-01

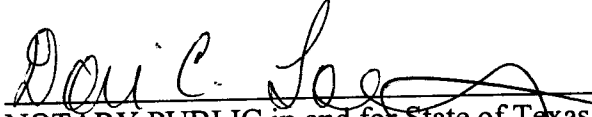
By: _____

SALOMON RODRIGUEZ
Assistant Pastor and Director

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

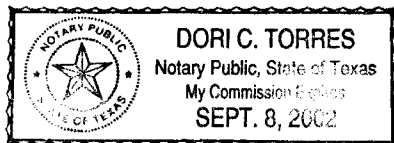
This instrument was acknowledged before me on the 2 day of September, 2001,
by MARTIN RODRIGUEZ, Pastor and Director of IGELSIA EVANGELICA APOSTOLES Y
PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on behalf of said corporation.





NOTARY PUBLIC in and for State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

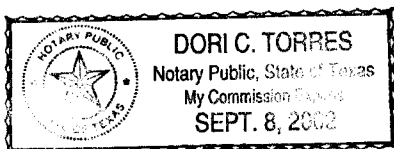
This instrument was acknowledged before me on the 2 day of September, 2001,
by RAMON GAVIDIA, Treasurer and Director of IGELSIA EVANGELICA APOSTOLES Y
PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on behalf of said corporation.





NOTARY PUBLIC in and for State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

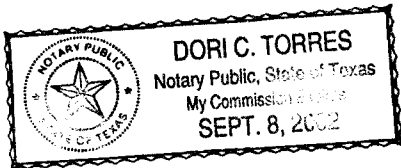
This instrument was acknowledged before me on the 2 day of September, 2001,
by MARCELINO LAZO, Secretary and Director of IGELSIA EVANGELICA APOSTOLES Y
PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on behalf of said corporation.

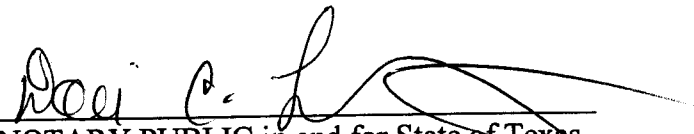



NOTARY PUBLIC in and for State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 2 day of September, 2001,
by SALOMON RODRIGUEZ, Assistant Pastor and Director of IGELSIA EVANGELICA
APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on behalf of
said corporation.




NOTARY PUBLIC in and for State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2001,
by IRENE H. PORTERFIELD.

NOTARY PUBLIC in and for State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2001,
by MARY MARGARET FOWLER, TRUSTEE of the TESTAMENTARY TRUST (CALLED
TRUST "B") created under the Will of Clyde J. Porterfield, Sr.

NOTARY PUBLIC in and for State of Texas

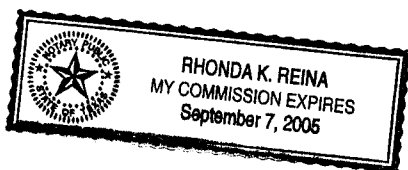
THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2001,
by SALOMON RODRIGUEZ, Assistant Pastor and Director of IGELSIA EVANGELICA
APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on behalf of
said corporation.

NOTARY PUBLIC in and for State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

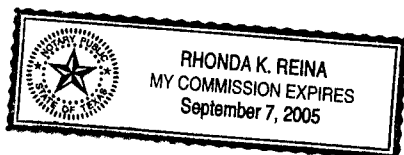
This instrument was acknowledged before me on the 2nd day of October, 2001,
by IRENE H. PORTERFIELD.



Rhonda K. Reina
NOTARY PUBLIC in and for State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 2nd day of October, 2001,
by MARY MARGARET FOWLER, TRUSTEE of the TESTAMENTARY TRUST (CALLED
TRUST "B") created under the Will of Clyde J. Porterfield, Sr.



Rhonda K. Reina
NOTARY PUBLIC in and for State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

 This instrument was acknowledge before me on the ____ day of _____, 2001,
by LYNN McILHANEY, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule
Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for State of Texas

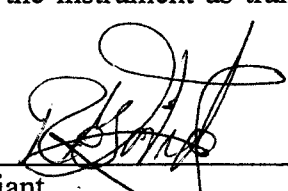
AFFIDAVIT OF INTERPRETER

THE STATE OF TEXAS

COUNTY OF BRAZOS

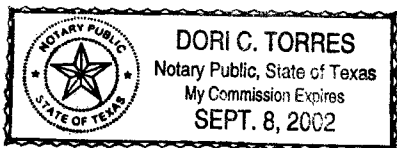
BEFORE ME, the undersigned Notary Public, on this the 2nd day of September, 2001, personally appeared Ramon Gavidia, Affiant herein, who, upon his oath, did state as follows:

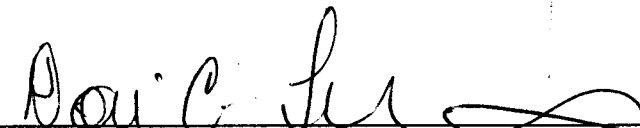
"My name is Ramon Gavidia. I am over the age of eighteen years and fully competent to make this Affidavit. All statements herein are true and correct and within my personal knowledge. I have no conflict of interest with IGELSIA EVANGELICA APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation or any of its officers, directors, pastors, or assistant pastors. I am well versed in and competent to read and speak both Spanish and English. At the request of IGELSIA EVANGELICA APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on this the 2nd day of September, 2001, I made a true, complete, accurate and faithful translation of all the contents of the Real Estate Contract by and between IGELSIA EVANGELICA APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, et al and the City of College Station in a language that the respective officers, agents, representatives, directors, pastors and/or assistant pastors understand using my best skills and judgment. The respective officers, agents, representatives, directors, pastors and/or assistant pastors of IGELSIA EVANGELICA APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation indicated to me that they understood the contents of the instrument as translated before signing."



Signature of Affiant
Affiant's Printed Name: Ramon Gavidia

SWORN TO AND SIGNED UNDER OATH before me on this the 2nd day of September, 2001.





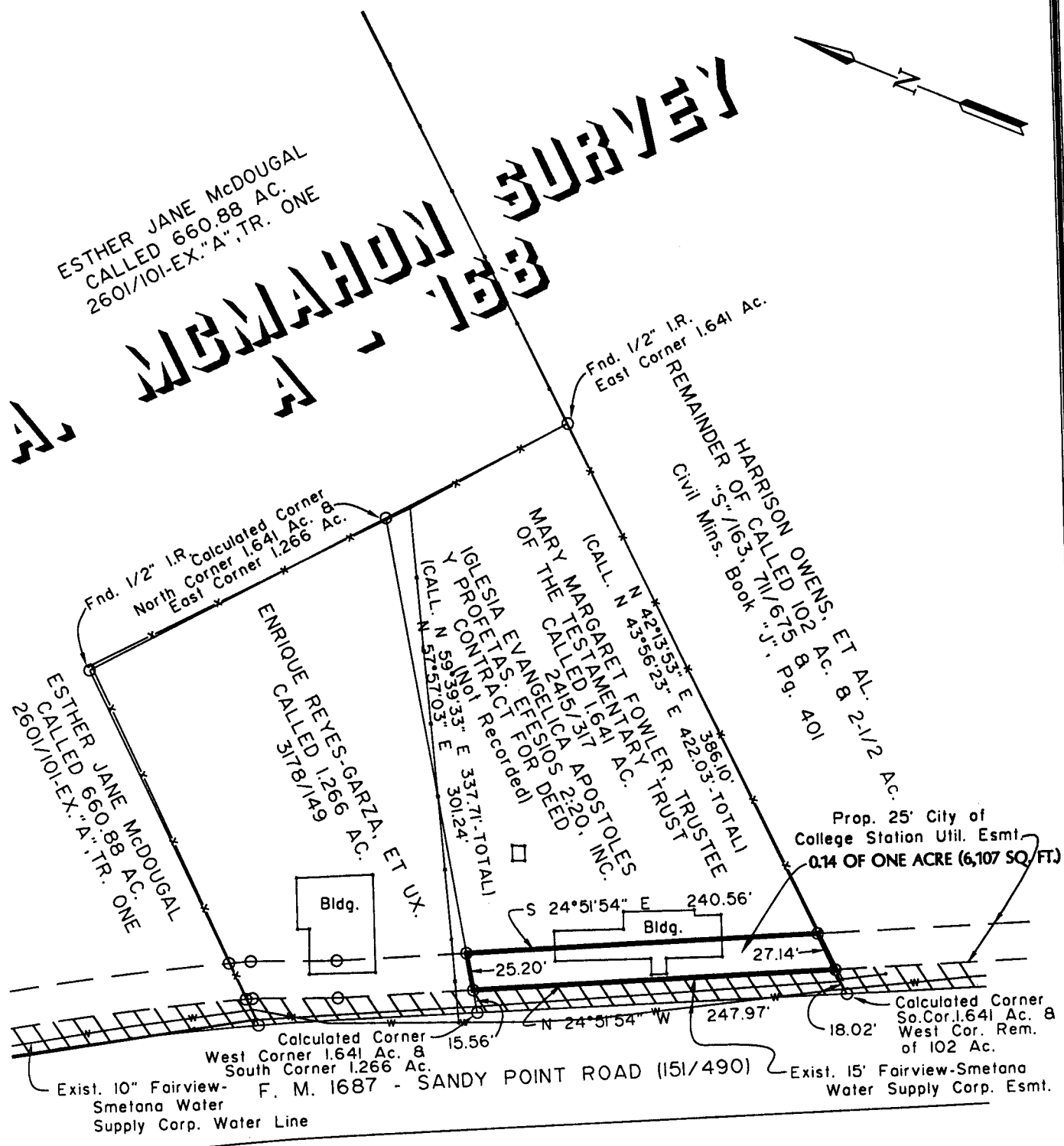
NOTARY PUBLIC in and for STATE OF TEXAS

EXHIBIT "A"
FIELD NOTES
CITY OF COLLEGE STATION
PROPOSED 25' WIDE UTILITY EASEMENT
TRACT NO. 23
0.14 OF ONE ACRE (6,107 S.F.)
BEING OUT OF THE
MARY MARGARET FOWLER, TRUSTEE OF THE
TESTAMENTARY TRUST (CALLED TRUST "B")
CALLED 1.641 ACRE TRACT
VOLUME 2415, PAGE 317
A. McMAHON SURVEY, A - 168
BRAZOS COUNTY, TEXAS
OCTOBER 6, 2000

All that certain lot, tract or parcel of land being 0.14 of one acre situated in the A. McMAHON SURVEY, Abstract No. 168, Brazos County, Texas, and being a part of the Called 1.641 acre tract as described in deed from Irene H. Porterfield, Independent Executrix of the Estate of Clyde J. Porterfield, Sr., to Mary Margaret Fowler, Trustee of the Testamentary Trust (Called Trust "B") of record in Volume 2415, Page 317, Deed/Official Records of Brazos County, Texas, said 0.14 of one acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod set in the southeast line of said Fowler Called 1.641 acre tract and the northwest line of the remainder of the Harrison Owens Called 102 acre tract and Called 2-1/2 acre tract as described in Volume "S", Page 163, Volume 711, Page 675, and Civil Minutes Book "J", Page 401, for the most southerly corner, said corner being a point in the northeast line of a 15 foot wide water line easement conveyed to Fairview-Smetana Water Supply Corporation as described in Volume 841, Page 627 and Volume 882, Page 374, said corner also being N 42 ° 13 ' 53 " E, a distance of 18.02 feet from the calculated south corner of said Fowler Called 1.641 acre tract and the west corner of said Owens remainder of the Called 102 acre tract; THENCE N 24 ° 51 ' 54 " W along the southwest line of the herein described tract and the northeast line of said Fairview-Smetana Water Supply Corporation 15 foot wide easement, a distance of 247.97 feet to a 1/2" Iron Rod set for the most westerly corner, said corner being a point in the northwest line of said Fowler Called 1.641 acre tract and the southeast line of the Enrique Reyes-Garza, Et ux. Called 1.266 acre tract as described in Volume 3178, Page 149, said corner also being N 57 ° 57 ' 03 " E, a distance of 15.56 feet from the calculated west corner of said Fowler Called 1.641 acre tract and the south corner of said Enrique Reyes-Garza, Et ux., Called 1.266 acre tract;

THENCE, N 57 ° 57 ' 03 " E, along the line common to said Fowler Called 1.641 acre tract and said Reyes-Garza Called 1.266 acre tract, a distance of 25.20 feet to a 1/2" Iron Rod set for the most northerly corner on the proposed northeasterly line of the herein described tract, said corner being S 57 ° 57 ' 03 " W a distance of 301.24 feet from the calculated north corner of said Fowler Called 1.641 acre tract and the east corner of the Reyes-Garza Called 1.266 acre tract; THENCE S 24 ° 51 ' 54 " E along said proposed northeasterly line of the herein described tract, across and through said Fowler Called 1.641 acre tract, a distance of 240.56 feet to a 1/2" Iron Rod set for the most easterly corner, said corner being a point in the aforesaid southeast line of the Fowler Called 1.641 acre tract and the northwest line of the Owens remainder of the Called 102 acre tract and the Called 2-1/2 acre tract, said corner being S 42 ° 13 ' 53 " W a distance of



LEGEND:

- SET 1/2" I. R. w/cap
- All Easement Corners

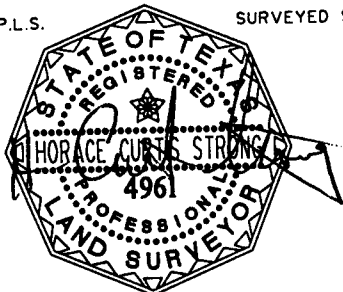
GENERAL NOTES:

*NORTH ORIENTATION IS BASED ON ROTATING THE NORTHEAST LINE OF THE SUBJECT TRACT TO GRID NORTH BY USING GPS METHODS.

I. H. CURTIS STRONG, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4961, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

H. CURTIS STRONG, R.P.L.S.

SURVEYED SEPTEMBER, 2000



**CITY OF COLLEGE STATION
PROPOSED 25' WIDE UTILITY EASEMENT
TRACT NO. 23
0.14 OF ONE ACRE (6,107 SQ. FT.)
OUT OF THE
MARY MARGARET FOWLER, TRUSTEE
CALLED 1641 ACRE TRACT
VOLUME 2415, PAGE 317
A McMAHON SURVEY, A - 168
BRAZOS COUNTY, TEXAS**

SCALE: 1" = 100'

OCTOBER, 2000

**STRONG
SURVEYING**

1212 Neal Pickett
College Station TX 77840
Phone: (409) 696-6609
Fax: (409) 764-1094
email: cstrong@cy-net.net

PUBLIC UTILITY EASEMENT

DATE: _____

GRANTOR: IRENE H. PORTERFIELD and MARY MARGARET FOWLER,
TRUSTEE of the TESTAMENTARY TRUST (CALLED TRUST "B")
created under the Will of Clyde J. Porterfield, Sr., and IGLESIA
EVANGELICA APOSTOLES Y PROFETAS. EFESIOS 2:20, INC., a
Texas non-profit corporation

GRANTOR'S MAILING ADDRESS: 6431 Sandy Point Road
Brazos County
Bryan, Texas 77807

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, Texas 77840

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

All that certain lot, tract or parcel of land being a 0.14 acre tract containing 6,107 square feet out of the A. McMahon Survey, Abstract No. 168, Brazos County, Texas and being a part of the called 1.641 acre tract as described in deed from Irene H. Porterfield, Independent Executrix of the Estate of Clyde J. Porterfield, Sr., to Mary Margaret Fowler, Trustee of the Testamentary Trust (Called Trust "B"), of record in Volume 2415, Page 317, Deed/Official Records of Brazos County, Texas, and further described in unrecorded Contract for Deed dated January 31, 1999, executed by and between Irene H. Porterfield and Mary Margaret Fowler, Trustee of the Testamentary Trust (Called Trust "B") created under the Will of Clyde J. Porterfield, Sr., Seller, and Iglesia Evangelica Apostoles Y Profetas. Efesios 2:20, Inc, a Texas non-profit corporation, Buyer, said 0.14 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes TOGETHER WITH certain improvements situated thereon including but not limited to that certain 3004 square foot wood frame building with reinforced concrete foundation presently used as a church with an 80 square foot detached storage building , being located partially on the remainder of the herein described parcel, said improvement being bisected by the proposed right of way line, with the result that the portion of the said improvement lying adjacent to the said right of way line would be in such a condition that it could not be adequately reconstructed at such location, plus the temporary right to enter upon the said remaining property for the sole purpose of removing all of the said improvements.

Grantors covenant and agree to remove the above described improvements from said land by the _____ day of _____, 2001, subject, however, to such extensions of time as may be granted by the City of College Station in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the City of College Station forever.

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached Exhibit "A" known as the "Easement Area," and any additional area outside the Easement Area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

Water lines, connecting lines, access facilities,
and related equipment;
Television, telephone, and communications lines;

under, upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the easement area or on adjoining property of Grantor, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of Grantee.

Grantor expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of said surface by Grantee, and agrees to lender's subordinations on behalf of Grantee. Grantor will provide Grantee with the names and addresses of all lenders.

RESERVATIONS AND RESTRICTIONS:

1. Easement dated August 27, 1985 from Clyde Porterfield to Fairview Smetana Water Supply Corporation, recorded in Volume 841, Page 627, of the Official Records of Brazos County, Texas.
2. Easement dated April 18, 1986, from Clyde Porterfield to Fairview Smetana Water Supply Corporation, recorded in Volume 882, Page 374, of the Official Records of Brazos County, Texas.

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, executors, and administrators, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its administrators, successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

EXECUTED on this the _____ day of _____, 2001.

IRENE H. PORTERFIELD

MARY MARGARET FOWLER, TRUSTEE OF
THE TESTAMENTARY TRUST (CALLED
TRUST "B") created under the will of Clyde J.
Porterfield, Sr.

IGLESIA EVANGELICA APOSTOLES Y
PROFETAS. EFESIOS 2:20, INC., a Texas non-
profit corporation

By: _____
MARTIN RODRIGUEZ
Pastor and Director

By: _____
RAMON GAVIDIA
Treasurer and Director

By: _____
MARCELINO LAZO
Secretary and Director

By: _____
SALOMON RODRIGUEZ
Assistant Pastor and Director

APPROVED:

City Attorney

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2001,
by MARTIN RODRIGUEZ, Pastor and Director of IGELSIA EVANGELICA APOSTOLES Y
PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

 This instrument was acknowledged before me on the ____ day of _____, 2001,
by RAMON GAVIDIA, Treasurer and Director of IGELSIA EVANGELICA APOSTOLES Y
PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

 This instrument was acknowledged before me on the ____ day of _____, 2001,
by MARCELINO LAZO, Secretary and Director of IGELSIA EVANGELICA APOSTOLES Y
PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

 This instrument was acknowledged before me on the ____ day of _____, 2001,
by SALOMON RODRIGUEZ, Assistant Pastor and Director of IGELSIA EVANGELICA
APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on behalf of
said corporation.

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

 This instrument was acknowledged before me on the ____ day of _____, 2001,
by IRENE H. PORTERFIELD.

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

 This instrument was acknowledged before me on the ____ day of _____, 2001,
by MARY MARGARET FOWLER, TRUSTEE of the TESTAMENTARY TRUST (CALLED
TRUST “B”) created under the Will of Clyde J. Porterfield, Sr.

NOTARY PUBLIC in and for the State of Texas

AFFIDAVIT OF INTERPRETER

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned Notary Public, on this the _____ day of _____, 2001, personally appeared _____, Affiant herein, who, upon his oath, did state as follows:

“My name is _____. I am over the age of eighteen years and fully competent to make this Affidavit. All statements herein are true and correct and within my personal knowledge. I have no conflict of interest with IGELSIA EVANGELICA APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation or any of its officers, directors, pastors, or assistant pastors. I am well versed in and competent to read and speak both Spanish and English. At the request of IGELSIA EVANGELICA APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, on this the _____ day of _____, 2001, I made a true, complete, accurate and faithful translation of all the contents of the Public Utility Easement by and between IGELSIA EVANGELICA APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation, et al and the City of College Station in a language that the respective officers, agents, representatives, directors, pastors and/or assistant pastors understand using my best skills and judgment. The respective officers, agents, representatives, directors, pastors and/or assistant pastors of IGELSIA EVANGELICA APOSTOLES Y PROFETAS, EFESIOS 2:20, INC., a Texas non-profit corporation indicated to me that they understood the contents of the instrument as translated before signing.”

Signature of Affiant
Affiant’s Printed Name: _____

SWORN TO AND SIGNED UNDER OATH before me on this the _____ day of _____, 2001.

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

EXHIBIT "A"
FIELD NOTES
CITY OF COLLEGE STATION
PROPOSED 25' WIDE UTILITY EASEMENT
TRACT NO. 23
0.14 OF ONE ACRE (6,107 S.F.)
BEING OUT OF THE
MARY MARGARET FOWLER, TRUSTEE OF THE
TESTAMENTARY TRUST (CALLED TRUST "B")
CALLED 1.641 ACRE TRACT
VOLUME 2415, PAGE 317
A. McMAHON SURVEY, A - 168
BRAZOS COUNTY, TEXAS
OCTOBER 6, 2000

All that certain lot, tract or parcel of land being 0.14 of one acre situated in the A. McMAHON SURVEY, Abstract No. 168, Brazos County, Texas, and being a part of the Called 1.641 acre tract as described in deed from Irene H. Porterfield, Independent Executrix of the Estate of Clyde J. Porterfield, Sr., to Mary Margaret Fowler, Trustee of the Testamentary Trust (Called Trust "B") of record in Volume 2415, Page 317, Deed/Official Records of Brazos County, Texas, said 0.14 of one acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod set in the southeast line of said Fowler Called 1.641 acre tract and the northwest line of the remainder of the Harrison Owens Called 102 acre tract and Called 2-1/2 acre tract as described in Volume "S", Page 163, Volume 711, Page 675, and Civil Minutes Book "J", Page 401, for the most southerly corner, said corner being a point in the northeast line of a 15 foot wide water line easement conveyed to Fairview-Smetana Water Supply Corporation as described in Volume 841, Page 627 and Volume 882, Page 374, said corner also being N 42 ° 13 ' 53 " E, a distance of 18.02 feet from the calculated south corner of said Fowler Called 1.641 acre tract and the west corner of said Owens remainder of the Called 102 acre tract; THENCE N 24 ° 51 ' 54 " W along the southwest line of the herein described tract and the northeast line of said Fairview-Smetana Water Supply Corporation 15 foot wide easement, a distance of 247.97 feet to a 1/2" Iron Rod set for the most westerly corner, said corner being a point in the northwest line of said Fowler Called 1.641 acre tract and the southeast line of the Enrique Reyes-Garza, Et ux. Called 1.266 acre tract as described in Volume 3178, Page 149, said corner also being N 57 ° 57 ' 03 " E, a distance of 15.56 feet from the calculated west corner of said Fowler Called 1.641 acre tract and the south corner of said Enrique Reyes-Garza, Et ux., Called 1.266 acre tract;

THENCE, N 57 ° 57 ' 03 " E, along the line common to said Fowler Called 1.641 acre tract and said Reyes-Garza Called 1.266 acre tract, a distance of 25.20 feet to a 1/2" Iron Rod set for the most northerly corner on the proposed northeasterly line of the herein described tract, said corner being S 57 ° 57 ' 03 " W a distance of 301.24 feet from the calculated north corner of said Fowler Called 1.641 acre tract and the east corner of the Reyes-Garza Called 1.266 acre tract; THENCE S 24 ° 51 ' 54 " E along said proposed northeasterly line of the herein described tract, across and through said Fowler Called 1.641 acre tract, a distance of 240.56 feet to a 1/2" Iron Rod set for the most easterly corner, said corner being a point in the aforesaid southeast line of the Fowler Called 1.641 acre tract and the northwest line of the Owens remainder of the Called 102 acre tract and the Called 2-1/2 acre tract, said corner being S 42 ° 13 ' 53 " W a distance of

EXHIBIT A

386.10 feet from a 1/2" Iron Rod found for the most easterly corner of said Fowler Called 1.641 acre tract;

THENCE S 42 ° 13 ' 53 " W, along the line common to said Fowler Called 1.641 acre tract and said Owens remainder of the Called 102 acre tract, a distance of 27.14 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 6,107 SQUARE FEET or 0.14 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed during the month of September, 2000, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North Orientation is based on rotating the northeast line to Grid North by utilizing GPS Methods. For other information see accompanying plat.



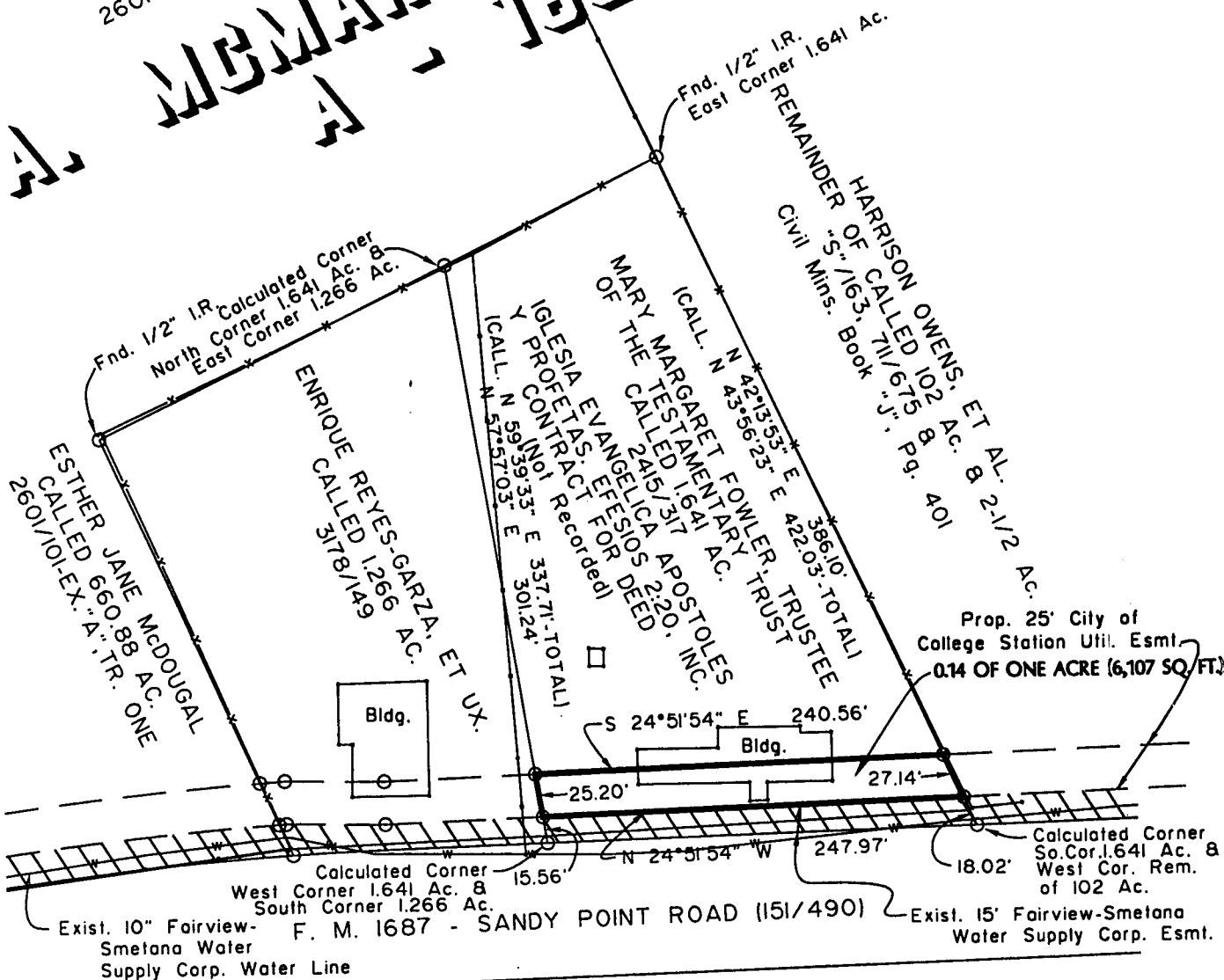
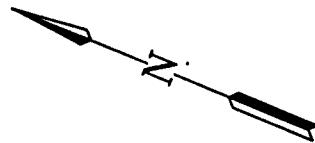
P166-C:\MSOFFICE\WINWORD\CSWTR\TRACT23F.DOC

EXHIBIT

A

ESTHER JANE McDOUGAL
CALLED 660.88 AC.
2601/101-EX-"A", TR. ONE

A - 168 McMAHON SURVEY



LEGEND:

- SET 1/2" I. R. w/cap
- All Easement Corners

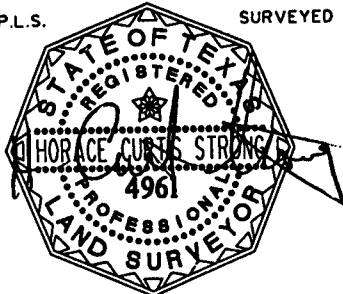
GENERAL NOTES:

NORTH ORIENTATION IS BASED ON ROTATING THE NORTHEAST LINE OF THE SUBJECT TRACT TO GRID NORTH BY USING GPS METHODS.

I. H. CURTIS STRONG, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4961, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

H. CURTIS STRONG, R.P.L.S.

SURVEYED SEPTEMBER, 2000



CITY OF COLLEGE STATION PROPOSED 25' WIDE UTILITY EASEMENT

TRACT NO. 23
0.14 OF ONE ACRE (6,107 SQ. FT.)

OUT OF THE
MARY MARGARET FOWLER, TRUSTEE
CALLED 1.641 ACRE TRACT
VOLUME 2415, PAGE 317
A McMAHON SURVEY, A - 168
BRAZOS COUNTY, TEXAS

SCALE 1" = 100'

OCTOBER, 2000



STRONG SURVEYING

1212 Neal Pickett
College Station TX 77840
Phone: (409) 696-6609
Fax: (409) 764-1094
email: cstrong@cy-net.net



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